

**FIRST AMENDMENT****TO****WASTEWATER TREATMENT PLANT INSPECTION AND MAINTENANCE AGREEMENT**

WHEREAS, M. J. Agin & Associates, LLC (hereinafter referred to as the "Operator") and Kiawah River Utility Company (hereinafter referred to as the "Owner") entered a Wastewater Treatment Plant Inspection and Maintenance Agreement dated May 12, 2019, (hereinafter the "Agreement"); and,

WHEREAS, Owner is required to designate a representative to mark locations of underground sewer infrastructure for PUPS; and,

WHEREAS, Operator is willing to serve as the Owner's location representative for PUPS on certain conditions as described below; and,

WHEREAS, Owner and Operator desire to amend the Agreement as further set forth herein.

NOW, THEREFORE, in return for the mutual promises herein and other valuable legal consideration, Owner and Operator hereby agree to the following amendments to the Agreement:

1. The Operator Obligations described in Paragraph 1 of the Agreement are hereby amended to add the following:

- Operator shall serve as the Owner's representative for PUPS and agrees to provide utility locate services for the Owner's underground infrastructure as requested by PUPS.

2. The following Paragraph 17 is hereby added to the Agreement:

**17. Utility Locate Services.** Owner recognizes that locating the underground infrastructure can be inexact especially where a locating wire is not present or was not installed properly or has been cut, thereby not producing a signal in order to trace it. Additionally, sewer lines often may be installed too deeply to hit with a probe and therefore can only be marked by best representation on the as-built maps. For these reasons, Operator cannot warrant that its locations will be precise and accurate even where it used standard procedures and the best available information. In recognition of this risk, Owner hereby releases Operator from all claims, losses, and damages that Owner may have or suffer in the future as a result of errors in the location of the underground infrastructure provided the Operator used standard procedures and the best available information in its efforts to locate the utility facilities.

3. All terms and conditions of the Agreement remain in full force and effect.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment, this 17<sup>th</sup> day of July, 2019.

OWNER: KIAWAH RIVER UTILITY COMPANY

By: 

Print: John C.L. Darby  
President

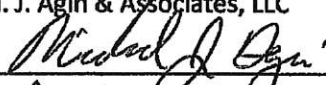
Title: \_\_\_\_\_

Date: 7-17-19

ATTEST:



OPERATOR: M. J. Agin & Associates, LLC

By: 

Name & Title Michael J. Agin OWNER

Date: 7-5-19

ATTEST:

